

**1. TERMS AND CONDITIONS**

The following information forms part of the terms and conditions of entry into the Rockin' The Puburbs initiative 2017. By entering the Rockin' The Puburbs initiative, Entrant/s agree to be bound by these terms and conditions.

**2. ORGANISER**

The organiser of the Rockin' The Puburbs initiative is Australian Hotels Association NSW (ABN 64 243 628 807) of Level 15, Hudson House, 131 Macquarie Street, SYDNEY NSW 2000 (Organiser).

**3. ROCKIN' THE PUBURBS INITIATIVE PERIOD**

Entries open at 9am on Tuesday, 13 June 2017 and entries close at 5pm AEST on Friday, 25 August 2017 (Initiative Period). Late entries will not be accepted.

**4. ELIGIBILITY**

All Entrant/s including additional band members must be 18 years and over to enter.

To be eligible for the Rockin' The Puburbs initiative you must be:

- a. Australian citizen/s or legal resident of Australia for the past two consecutive years
- b. NSW based Entrant/s only
- c. APRA AMCOS member
- d. Perform own original music (minimum of one original song)
- e. Available to perform at an industry event in Sydney on Tuesday, 21 November 2017

You are not eligible if you are:

- f. An employee of the Organiser (or an immediate family member of an employee of the Organiser) or, associated with the Organiser via an agency, supplier or any companies associated with this Initiative.

**5. ENTRY CRITERIA**

Entries may only be lodged by an individual on behalf of themselves or the artist group, with only one entry accepted per artist or group. Entrant/s must gain consent from any co-writer or group band members prior to entry.

**6. ONLINE ENTRY**

To enter, Entrant/s must visit the Rockin' The Puburbs website [www.rockinthepuburbs.com](http://www.rockinthepuburbs.com) before the end of the Initiative Period and follow the prompts to properly complete the online application form, which can be found at [www.rockinthepuburbs.com](http://www.rockinthepuburbs.com) and by completing all required details including the following components;

- a. An acknowledgement that the Entrant/s agree to be bound by these Terms and Conditions.
- b. URL link of video submission one (1) recorded performance video of original musical compositions written or co-written by the Entrant/s.

**7. ENTRY MATERIALS**

It is the Entrant's responsibility to ensure that the recording submitted in respect of each Submitted Recording is complete and playable. The Organiser is not responsible for incorrect, inaccurate, late, damaged, or misappropriated entries. All Entry Materials submitted will not be returned to Entrant/s. Copies of Entry Materials may be retained and used by the Organiser strictly for promotional purposes in accordance with these terms and conditions. Any false information provided as part of an Entrant/s Entry Materials will result in the automatic disqualification of that Entrant/s. It is the Entrant/s responsibility to ensure that the necessary authorisation has been obtained to use any third party copyright material that may comprise the Entry Materials or any part of the Entry Materials.

**8. OWNERSHIP**

All Entrant/s will retain all copyrights and all other rights controlled by them in all recordings entered in the Rockin' The Pudurbs initiative. For the avoidance of doubt, no copyrights in any recording entered will be assigned to the Organiser by virtue of an Entrant/s entering the Rockin' The Pudurbs initiative.

**9. JUDGING**

Entries will be judged by a panel of judges.

All entries will be rendered anonymous and numbered prior to judging. Entries will be judged equally on the quality of the live performance, melody, composition, originality and lyrics when applicable. The judging committee will not be in a position to provide Entrant/s with feedback or a critique in relation to entered video and performance of original music. The judging committee's decision is final and no correspondence will be entered into.

**10. INDEMNITY**

All entries submitted must be original songs and shall not infringe any copyrights or any other rights of any third parties. In particular, the Entrant/s warrants that he or she has obtained the written permission from any co-writer or publisher controlling any rights in the entered song. The Entrant/s shall, by entering, indemnify and hold the Organiser harmless from and against any claims inconsistent with the foregoing. The Entrant/s acknowledges that all songs entered may be distributed to the judging committee who will be selecting the Winner, and the Entrant/s agree to release, indemnify, and hold the Organiser and judges harmless for any liability, damages, or claims for injury or loss to any person or property relating to, in whole or in part, directly or indirectly, participation in the Competition.

**11. NOTIFICATION OF FINALISTS AND WINNER**

The finalists will be notified by email or telephone on Monday, 9 October 2017 using the contact details provided on the online Entry Form. The finalists names will appear on the AHA NSW Website and the Rockin' The Pudurbs Website by 5pm Monday, 9 October 2017.

The Organiser will use its best endeavours to announce the Winner by no later than Wednesday, 8 November 2017, but will not be held liable for any unforeseen delays. The Winner will be notified by email or telephone. The Winner will also be posted on the AHA NSW and Rockin' The Pudurbs Websites. The Winner will be required to sign a statutory declaration confirming that Winner's song/s is original, and that the song/s does not infringe any copyrights or any other rights of any third parties, and that all necessary permissions to enter the song have been obtained and that confidentiality will be maintained until the advised date of public announcement of the winner. Failure to sign and return the statutory declaration within the

required time period or provision of false information may result in disqualification and an alternate winner may be selected.

**12. PRIZE**

Approximately \$15,000 in value - prize includes;

- Tour support up to \$10,000 towards a tour of NSW pubs arranged by the initiative organisers.
- \$2 500 performance fee to artist/s to perform at the industry event on Tuesday, 21 November 2017.
- \$2 500 towards a dedicated tour publicist including industry event performance.

In addition the winner/s will receive:

- A mentoring session with an APRA AMCOS industry ambassador.
- A mentoring session with a Live Music Office industry ambassador.
- Complimentary In-house PA and sound technician at the industry event.
- Complimentary In-house PA and sound technician at the discretion of each gig venue. (if not provided by the venue, then the cost to be deducted from the \$10,000 tour support amount).

Please note, the prize does not cover:

- Any additional spend on travel, accommodation and backline or any other performance or prize expenses will be the responsibility of the prize winner/s and will not be the responsibility of AHA NSW.

**13. PRIZE CONDITIONS**

The winner/s entitlement to the prize described below is subject to the following;

- a. The Prize is not transferable or exchangeable. The Organiser is not liable in any way if the Winner/s cannot receive, accept or use any element of the Prize for any reason. The Prize (or any part thereof) may be cancelled in the Organiser's discretion if the Winner attempts to transfer it.
- b. The Prize will be payable as follows:
  - (i) Payment in respect of the performance at the industry event will be payable upon submission of an invoice following the performance;
  - (ii) Payment in respect of the tour will be payable in two equal instalments, the first upon submission of an invoice not later than seven days following the completion of the first gig of the tour and the second instalment upon submission of an invoice not later than seven days following the completion of the final gig of the tour.
- c. The tour will commence from summer 2017/2018 and Entrant/s will need to be flexible with gig dates and be available to perform on Tuesday, 21 November 2017

- d. If the Promotion is not capable of proceeding as planned, the Organiser reserves the right to modify the terms of the Promotion, including the prize and these conditions of entry subject to state legislation.
- e. The Organiser reserves the right, in its absolute discretion, at any time during the Initiative Period, to vary, withdraw, postpone or cancel the Rockin' The Puburbs initiative, including without limitation, in circumstances where it cannot conduct the Rockin' The Puburbs initiative or grant any part of the prize for any reason beyond its control.
- f. In the event that the Organiser postpones or varies the Rockin' The Puburbs initiative, the Organiser (and any party associated with the Rockin' The Puburbs initiative) shall not be liable to any person for any loss or damage of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) arising out of, or in connection with, the postponement or variation of the Rockin' The Puburbs initiative. Nor will the Organiser or other party be liable for any loss, damage, payment or expense of any kind (including but not limited to indirect or consequential loss or loss or damage caused by the Organiser's or other party's negligence) or personal injury or other damage suffered or sustained as a result of the entering, judging, running, cancellation or acceptance, enjoyment or use of the Rockin' The Puburbs initiative except for any liability that cannot be excluded by law.
- g. The Organiser will not cover any associated costs in connection with the Winner/s enjoyment of the Prize other than those expressly stipulated above or on the Competition entry form. Without limiting anything else in these Terms and Conditions, the Winner/s are not entitled to any reimbursement of any kind as a result of entering the Competition or enjoying or participating in the Prize or part of the Prize. Any taxes payable in relation to the Prize are the sole responsibility of the Winner/s.
- h. The Organiser has the right to refuse to allow the winner/s to take part in all or part of the prize, if the Organiser deems, at its discretion, that the winner/s is not in an appropriate physical or mental condition to ensure the safety of the winner or the other parties involved, or the Organiser otherwise deems that it is not appropriate for the winner to take part in all or part of a prize for any reason.
- i. The Organiser reserves the right to amend or substitute the prize described above at its discretion without notice to Entrant/s.

#### **14. WARRANTIES AND REPRESENTATIONS**

Entrant/s warrant and represent that;

- a. Each of their Submitted Recordings comprises original musical work written (or co-written) by them and otherwise, if any part of the Submitted Recordings is subject to third party copyrights, Entrant/s acknowledge that they are responsible for obtaining any necessary licence or other authority for use of the third party copyright material;
- b. If any of their Submitted Recordings are co-written or co-created, they have the consent of their co-writers to submit the Submitted Recordings, grant the licenses and releases herein, and participate in the Rockin' The Puburbs initiative;
- c. They own and control all copyrights and other rights in and to the Entry Materials they provide to the Organiser hereunder in connection with the Rockin' The Puburbs initiative, or are otherwise authorised by the copyright owner to use the material and legally able to grant the rights set forth herein;
- d. The Submitted Recordings were recorded and otherwise prepared in all respects in accordance with the rules and regulations of all unions and similar associations having jurisdiction.

**15. PRIVACY AND RELEASES**

Entrant/s agree that, as a condition of their entry in the Rockin' The Puburbs initiative, they:

- a. Release the Organiser and its employees, directors, officers, subsidiaries, affiliates, promotional agents, and judging panelists from any and all liability, claims, or actions in connection with their participation in the Rockin' The Puburbs initiative;
- b. Agree that their name, photos, likeness, logos, statements and Submitted Recordings may be publicised, published, communicated, or used in connection with the Rockin' The Puburbs initiative, without compensation, by the Organiser, in any Organiser or Organiser-partner media or publication, including internet sites, press releases, Organiser conferences or award shows, and for distribution by the Organiser to media organisations or any third party requesting such materials in connection with the Organiser or the Rockin' The Puburbs initiative;
- c. Grant a worldwide perpetual non-exclusive license to the Organiser to reproduce, communicate to the public and publicly perform the songs and recordings submitted, in whole or in part, via all media, in any manner including digital streaming or download technology, for the Organiser's promotional and archival purposes in relation to Rockin' The Puburbs initiative; and acknowledge that their entries and details will be held in accordance with the AHA NSW Privacy Policy.

**16. JURISDICTION AND CHOICE OF LAW**

The Rockin' The Puburbs initiative and these terms and conditions shall be governed by and construed in accordance with the laws of New South Wales and all Entrant/s irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of New South Wales. By entering the 2017 Rockin' The Puburbs initiative you agree to the terms and conditions as listed above.

**17. MISCELLANEOUS**

The Competition and these Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia and all Entrant/s irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of New South Wales, Australia.

**18. KEY DATES**

Applications open: Wednesday, 13 June 2017  
Applications close: Friday, 25 August 2017  
Finalists announced: Monday, 9 October 2017  
Winner announced: Wednesday, 8 November 2017

**19. CONTACT DETAILS**

Please direct all queries to;

**AHA NSW**

02 8218 1877

[marketing@ahansw.com.au](mailto:marketing@ahansw.com.au)

Level 15, Hudson House, 131 Macquarie Street SYDNEY NSW 2000